

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 05-044**

The City of Lincoln/Lancaster County intends to purchase and invites you to submit a sealed bid for:

**ANNUAL REQUIREMENTS FOR WASTE APPLIANCE and METAL
RECYCLING SERVICES**

**MEETING OR EXCEEDING THE CITY OF LINCOLN'S/LANCASTER COUNTY'S
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln/Lancaster County, Nebraska on or before **12:00 noon Wednesday February 23, 2005** in the office of the Purchasing Agent, 440 South 8th Street, Suite 200, (K Street Complex), Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division prior to the time and date specified above. **Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

**SPECIFICATIONS FOR
SCRAP METAL AND WASTE APPLIANCE
RECYCLING SERVICES**

1. GENERAL

- 1.1 Scrap metal is collected at two facilities:
 - 1.1.1 The Contractor shall provide collection containers at the Bluff Road Landfill 6001 Bluff Road, and
 - 1.1.2 The City will provide containers at the 48th Street Transfer Station, 5101 North 48th Street.
 - 1.1.3 The Contractor shall transport containers containing scrap metal from both facilities to the Contractor's place of business for processing and recycling of waste appliances and other waste metals in accordance to these Specifications
- 1.2 The total estimated annual quantity of all scrap metal is received at the disposal facility ranges from 850-1,000 tons per year.
 - 1.2.1 The total estimated annual quantity of all scrap metal from the Bluff Road Landfill is estimated to be 230-250 tons.
 - 1.2.2 The total estimated annual quantity of all scrap metal from the 48th Street Transfer Station is 640-750 tons.
- 1.3 The total estimated annual quantity of refrigerant containing appliances is 1,800-2000 units.
 - 1.3.2 The total estimated annual quantity of freon containing appliance from Bluff Road is estimated to be 780-800.
 - 1.3.3 The total estimated annual quantity of freon containing appliances from the 48th Street Transfer Station is 1020-1200.
- 1.3 The total estimated annual number of non-freon containing appliances is 2,800 to 3,000 units
 - 1.3.2 The total estimated annual quantity of non-freon containing appliances from Bluff Road is estimated to be 1,400 to 1,500.
 - 1.3.3 The total estimated annual quantity of non-freon containing appliances is 1,400 to 1,500.
- 1.4 The City of Lincoln's intends to remove the freon from freon containing appliances from the 48th Street Transfer Station.
 - 1.4.1 During the term of the contract the City of Lincoln reserves the right to add the removal of mercury switches and PCB capacitors for freon containing appliances.
 - 1.4.2 All freon containing appliances shall have a mark on the appliances indicating that freon has been removed.
 - 1.4.3 During the term of the contract the City of Lincoln reserves the right to add the removal of PCB capacitors and mercury switches for all non-freon containing appliances deposited at the 48th Street Transfer Station.

- 1.5 The City of Lincoln's intends to have freon containing appliances deposited at he Bluff Road Landfill transported to the Contractor for removal of freon at the processor's facility.
 - 1.5.1 Freon containing appliances shall be placed in a separate roll-off box for removal by the contractor.
 - 1.5.2 During the term of the contract the City reserves the right to separate non-freon containing appliances in a separate roll-off box for removal by the contractor.
 - 1.5.3 During the term of the contract the City reserves the right to take the Freon and/or non-freon containing appliances to the 48th Street Transfer Station for removal of freon, mercury switches and PCB capacitors.
- 1.6 The Contractor may submit an alternate bid for the removal of PCB capacitors, and mercury switches from both freon and non-freon containing appliances delivered to their facility.
- 1.7 The Contractor shall be asked to provide a menu of services with a per unit service cost for each item. The different levels of service are
 - 1.7.1 Providing collection containers for appliances and scrap metal and transport to processing facility
 - 1.7.2 Provide transportation services for City provided roll-off containers
 - 1.7.3 Freon removal from freon containing appliances
 - 1.7.4 Mercury switch and PCB capacitor removal from all appliances
- 1.8 The City may award separate contracts for collection and transportation services and the recycling processing of the appliances and scrap metal.
- 1.9 The attached sample agreement serves as specifications, and describes the obligations of the Contractor.

2. AGREEMENT AND INSURANCE

- 2.1 The City reserves the right to inspect the operation of the prospective low bidder prior to bid award to insure that the operation and record keeping of the apparent low-bidder meets all federal, state and local regulations for a freon recovery and scrap metal salvage yard.
- 2.2 The Contractor shall not commence work under this agreement until they have obtained all insurance required by the attached "Insurance Clause to be used for All City Contract,@and such insurance has been approved by the City Attorney.
- 2.3 The Contractor shall have the ability to commence work no later than thirty (30) days following the Notice to Proceed.

3. PRE-BID MEETING

- 3.1 A pre-bid meeting is scheduled for Wednesday, February 16th at 9:00 a.m. at the 48th Street Transfer Station shop, 5101 North 48th Street, to answer any questions related to the bid specifications and contract.

**CONTRACT AGREEMENT
FOR
WASTE APPLIANCE AND METALS
RECYCLING SERVICES**

THIS AGREEMENT, made this _____ day of _____, 2005 by and between _____, hereinafter referred to as CONTRACTOR and CITY OF LINCOLN, a body corporation and politic, hereinafter referred to as CITY.

WHEREAS, the CITY has responsibility for disposal and recycling of solid waste; and

WHEREAS, the Nebraska Department of Environmental Quality has enacted regulations prohibiting landfill disposal of appliances; and

WHEREAS, the United States Environmental Protection Agency has enacted regulations requiring the proper recovery of refrigerant chemicals and hazardous materials from appliances; and

WHEREAS, the CITY intends to procure services for the collection, transportation, processing and recycling of waste appliances from a competent and reliable provider in accordance to all applicable regulations.

NOW, THEREFORE, WITNESSETH that:

1. The Contractor hereby agrees to perform the described services as hereinafter set forth during a period of one year following the date of this Contract Agreement for the following contract prices:

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNITS</u>	<u>UNIT PRICE</u>
Collection and Transportation:			
1.	Price for providing and transporting collection containers.	TRIP	\$_____
2.	Price for transporting City-owned containers	TRIP	\$_____
Processing and Recycling Appliances and Scrap Metal:			
3.	Price per unit for freon removal from freon containing appliances	EA.	\$_____
Revenue Sharing:			
4.	Price reimbursement for market value of scrap metal delivered to processor's facility.	TON	(\$_____)
Alternate Bid/ Processing PCB Capacitors & Mercury Switches			
6.	Price per unit for combined freon, PCB capacitor & mercury switch removal.	EA.	\$_____

7. Price per unit for mercury switch & PCB capacitor removal from freon containing appliances that have had the freon removed. EA. \$_____
8. Price per unit for mercury switch & PCB capacitor removal from non-freon containing appliances EA. \$_____
2. The term of this agreement shall be for one year with the option to renew the term of the contract on an annual basis thereafter at the same contract prices for an additional three one-year periods.
3. Either party may terminate the agreement for any reason with 30 days written notice.
4. It is the express interest of the parties hereto that this agreement shall not create an employer-employee relationship; and the Contractor, his employees and any person acting on behalf of the Contractor shall be deemed to be an independent contractor during the term of the agreement.
5. The Contractor agrees to indemnify and hold harmless and defend the City of Lincoln, and any of their officers, agents, servants and employees from any and all claims resulting from injuries, including death, damages and losses arising out of , connected with, or in any way associated with this agreement.
6. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status.
7. The Contractor shall provide insurance in accordance with the City's standard insurance clause to be used for all Owners contracts which is hereby made a part of this Contract.
8. Mr. Gene Hanlon, Recycling Coordinator (phone no. 402/441-7043) or his designated representative, is the City's agent responsible for the administration of this agreement.
9. **WORK REQUIREMENTS: COLLECTION**
 - 9.1 The Contractor shall accept all residential and commercial waste appliances for recycling purposes including refrigerators, freezers, washers, dryers, dishwashers, stoves, wood stoves, trash compactors, water heaters, air conditioners, heat pumps, dehumidifiers, and conventional ovens and ranges.
 - 9.2 The Contractor shall provide equipment for collection of materials at the Bluff Road Landfill, 6001 Bluff Road.
 - 9.2.1 One Contractor shall provide two suitable containers at the Bluff Road Landfill which will be loaded by the City.
 - 9.2.2 There shall be one container for freon containing appliances only
 - 9.2.2.1 There shall be one container for all other scrap metal.
 - 9.2.2.2 (if alternative bid is accepted a third container will be required for all other appliances for non-freon containing appliances)

- 9.2.3 The containers shall be a minimum twenty (20) cubic yard capacity with a maximum height of nine (9) feet.
- 9.2.4 The containers shall be designed to allow both top loading of materials by a front end loader and loading through an end gate using a hand cart or skid steer loader.
- 9.2.5 Containers must be designed to withstand the loading of materials with a front end loader or skid steer loader operated on the container floor.
- 9.2.6 The Contractor shall provide next day service when requested to transport the full containers.
- 9.2.7 The Contractor shall place an empty container at the site within four (4) hours following pick up.
- 9.2.8 The Contractor shall keep the containers in good working condition.
- 9.2.9 The roll-off box containing freon containing appliance shall require special handling to ensure that no accidental release of freon occurs.
 - 9.2.9.1 Special handling shall include dropping the box at the processor to be hand unloaded by the processing contractor or backing up to the dock and having the processor contractor unload the appliances by hand.
- 9.3 The Contractor shall provide collection services of materials at the 48th Street Transfer Station , 5101 North 49th Street
 - 9.3.1 The City shall provide five 40 cubic yard roll-off boxes that will accept scrap metal and appliances at the 48th at the 48th Street Transfer Station.
 - 9.3.1.1 Freon and non-freon containing appliances may be separated from scrap metal and placed in separate roll-off boxes.
 - 9.3.2 When servicing the containers, the contractor may bring a roll-off container that they own and off load at the facility while servicing the City roll-off container.
 - 9.3.3 The City owned containers shall be loaded by a front end loader and loading through the end gate using a hand cart or skid steer loader.
- 9.4 The Contractor shall collect and transport all waste appliances and scrap metal in accordance to applicable Federal, State and local regulations.

10. WORK REQUIREMENTS: PROCESSING

- 10.1 The contractor processing waste appliances and metals shall have a processing facility within the 3 mile jurisdictional limits of the City of Lincoln.
- 10.2 The Contractor shall process all waste appliances and scrap metal in accordance to applicable Federal, State and local regulations including, but not limited to, the Resource Conservation and Recovery Act (RCRA), the Clean Air Act (CAA), and the Toxic Substance Control Act (TSCA).
- 10.3 The Contractor shall accept other miscellaneous waste metal materials for recycling including but not limited to items such as guttering, bicycles, pipe, swing sets, lawn mowers, shelving, storm doors and windows...etc.
- 10.4 Title of ownership to all waste appliances and metals shall pass to the Contractor upon pick up at the City's locations or delivery to processors facility if a separate collection contractor is hired.

- 10.5 It is the desire of the City that during the term of the Contract, the Contractor shall accept waste appliances from the general public at the Contractor's place of business.
- 10.6 Processing of materials shall not be performed at the City's facilities.
- 10.9 The Contractor shall recycle all materials as scrap metals for use in manufacturing new metal products.
- 10.10 The Contractor agrees to indemnify and hold harmless and defend the Owners and any of their officers, agents, servants, and employees from any and all claims resulting from injuries, including death, bodily injury, property damage, or any other losses arising out of or in connection with or in any way associated with the performance of the terms and conditions of this Contract.

11 CITY'S RESPONSIBILITIES

- 11.1 During the term of the contract, the City shall agree to send all specified materials to the Contractor.
- 11.2 The City shall segregate all freon containing appliances and remove all freon at the 48th Transfer Station.
 - 11.2.1 The City reserves the right to remove mercury switches, and PCB capacitors and recycle or dispose of the recovered material according to Federal, State and Local regulations from freon and non-freon containing appliances at the 48th Street Transfer Station.
 - 11.2.1 Each freon containing appliances shall have a code spray painted on the appliance indicating that freon has been removed.
- 11.3 The City shall segregate all freon containing appliances and place in a separate roll-off box at the Bluff Road Landfill for removal by the contractor.
 - 11.3.1 The City reserves the right to divert the freon containing appliances to the 48th Street Transfer Station for removal of the freon by the City during the term of the contract.
 - 11.3.2 The City reserves the right to request that the contractor remove PCB capacitors and mercury switches from all appliances during the term of the contract.
 - 11.3.3 The City reserves the right to transport all non-freon containing appliances deposited at the Bluff Road Landfill to the 48th Street Transfer station for the removal of PCB capacitors and mercury switches during the term of the contract.
- 11.4 The City shall be responsible for loading containers.
 - 11.3.1 The City shall ~~Aloose@~~load the containers with ~~no~~ requirements for stacking or placing materials in the containers for purposes of obtaining maximum weight loads
 - 11.3.2 The City shall notify the Contractor when a full load is available for pickup.

11.3.3 The City and Contractor may agree on a regular schedule of service in lieu of on-call services

11.4 The City shall have the option to provide notice of the Contractor's business to customers using the City's disposal locations to dispose of their scrap metal and appliances.

11.5 During the term of the contract the City reserves the right to inspect the contractor's facilities to ensure that appliances are being processed according to the terms and conditions of this contract.

12. BASIS OF PAYMENT

12.1 The base bid payment shall be based on the unit prices stated above for the number of round trips (Apulls@) for each collection container, (plus) the number of appliances containing refrigerants which were properly processed, (less) the price allowed for the market value of recycled items.

12.2 The alternate bid payment shall be based on the unit prices stated above for the number of round trips (Apulls@) for each collection container, (plus) the number of appliances containing PCB capacitors and mercury switches which were properly processed, (less) the price allowed for the market value of recycled items.

12.3 The Contractor shall submit invoices to the Solid Waste Operations Division located at 2400 Theresa Street, Lincoln, NE, 68521.

12.4 Invoices shall specify the following information: 1) Date each load was transported, 2) number of freon containing appliances received which were processed, 3) Number of non-freon containing appliances with PCB and Mercury switch recovery, 4) weight of each load, 5) unit price, 6) unit price description, and 7) extended total price.

12.5 Submit a complete and accurate Waste Appliance Certification Form stating freon has been properly recovered and disposed of.

12.6 In the event the Contractor offers a no cost contract, the Waste Appliance Certification Form shall still be submitted.

13. BASIS OF REIMBURSEMENT

13.1 In the event the Contractor offers reimbursement for the market value of collected materials, the Contractor shall establish an account with the City's Solid Waste Operations for the purpose of billing the Contractor for the agreed reimbursement price.

13.2 The Contractor shall obtain a scale receipt during normal business hours for all loads hauled from the City's locations in order to generate a monthly billing for reimbursement.

14. This agreement may be canceled by either party hereto at any time during the term of the agreement upon thirty (30) days written notice.
15. In the event that the City acquires a collection vehicle to service appliance containers, the City reserves the right to terminate the collection portion of the contract with 30 days written notice.
15. This Contractor may not assign this agreement to another party without prior written approval by the City.

Dated this _____ day of _____, 2005

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

EXECUTION BY CONTRACTOR

Company Name

By: (print name)

Title

Company Address

Signature

City State Zip

Witness

Telephone Number

Employer's Federal I.D. Number or
Social Security Number

Company Name: _____

**PROPOSAL
SPECIFICATION NO. 05-044**

**BID OPENING TIME: 12:00 Noon
DATE: February 23, 2005**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**WASTE APPLIANCE AND METALS
RECYCLING SERVICES**

ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
1.	Price for providing and transporting collection containers.	175	TRIP	\$_____	\$_____
2.	Price for units which contain refrigerants and requiring processing.	350	EA.	\$_____	\$_____
3.	Price reimbursement for market value of collected materials. (Total Price Amount shall be deducted to determined Base Bid Amount)	550	TON	(\$_____)	(\$_____)
4.	TOTAL BASE BID AMOUNT (Sum of Items 1-3).			\$_____	

_____Dollars

(Write out in words the total amount of base bid)

Affirmative Action Program: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures, and practices.

INTER-LOCAL PURCHASING: The City/County desires to make available to other local government entities of the State of Nebraska, by mutual agreement with the successful bidder, and properly authorized inter-local purchasing agreements, the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicated on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in accordance with the contract terms and conditions, in addition to orders from City of Lincoln/Lancaster County.

_____ **YES** _____ **NO**

If **AYES**, Contract supplier or suppliers may honor pricing and extend the contract to political sub-divisions, cities and counties. Terms and conditions of the contract must be met by political sub-divisions, cities and counties. Under no circumstances shall the City of Lincoln/Lancaster County be contractually obligated or liable for any purchases by these political sub-divisions, cities or counties.

COMPANY REPRESENTATIVE responsible for the administration of this Agreement:
Term of Agreement is, beginning April 1,2005 through March 31,2006.

NAME: _____

TITLE: _____

PHONE NO. _____

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:

RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:

SEALED BID FOR SPECIFICATION NO. 05-044

Company Name

By (Signature)

Street Address or PO Box

Print Name

City, State, Zip

Title

Telephone Number

Date

Employer's Federal I.D. No.
OR Social Security Number

Estimated Delivery Days

Terms of Payment

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS. Bids may also be downloaded at Lincoln.ne.gov
Keyword: bid

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.